

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT, dated as of March 8, 2004 (this "Agreement"), is between OCCUM ACQUISITION CORP., a Delaware corporation (the "Company"), and the undersigned (the "Investor").

The Investor wishes to subscribe for and purchase Common Shares (as defined below) on the terms set forth herein and the Company wishes to issue and sell Common Shares on the terms set forth herein.

The Company will use substantially all of the proceeds of the Investor's subscription to acquire the Target (as defined below), which is engaged in investment and insurance and/or reinsurance related businesses as further described herein. The Company is also entering into subscription agreements (the "Other Subscription Agreements"), substantially identical to this Agreement, with other investors (together with the Investor, the "Investors") to purchase Common Shares at the same price per share as set forth herein (the "Offering").

In consideration of the premises and mutual agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Authorization; Subscription for Shares

SECTION 1.01. The Shares. The Company proposes to issue and sell shares of its common stock, par value U.S.\$0.01 per share (the "Common Shares"), such shares each having such rights, restrictions and privileges as are (or are to be) contained in or accorded by (i) the Certificate of Incorporation of the Company (the "Certificate of Incorporation") attached hereto as Annex I, (ii) the proposed By-laws of the Company, substantially in the form attached hereto as Annex II (the "By-laws"), (iii) the Shareholders Agreement, to be dated as of the Closing Date (as defined in Section 2.01 hereof) (as such agreement may be amended from time to time, the "Shareholders Agreement"), among the Company and each of the Shareholders (as defined therein), substantially in the form attached hereto as Annex III, and (iv) this Agreement. Subject to the terms and conditions hereof, the Shares (as defined below) to be purchased by the Investor pursuant to this Agreement will be issued on the Closing Date.

SECTION 1.02. Subscription for Shares Pursuant to this Agreement. Subject to the terms and conditions of this Agreement, the Investor hereby irrevocably subscribes for and agrees to purchase the number of Common Shares set forth on

Schedule 1.02 hereto, which number of Common Shares shall be subject to reduction by the Company in its sole discretion; provided, however, that any such reduction shall be made pro rata with respect to all Investors for the aggregate purchase price specified in Article II hereof; provided further, however, that (i) no such reduction shall be effected in order to allow the number of Common Shares purchased by either White Mountains Re Group, Ltd. ("White Mountains") or Berkshire Hathaway Inc. ("Berkshire") to be increased above 2,000,000 Common Shares and (ii) no such reduction shall be in excess of 10% of the number of Common Shares set forth on Schedule 1.02 hereto (such number of Common Shares, as reduced (if applicable), the "Shares").

SECTION 1.03. Use of Proceeds of the Offering. The Company shall use the net proceeds from the sale of Common Shares in the Offering (after payment of fees and expenses incurred by the Company in connection with the Offering and the acquisition (the "Acquisition") of the life and investments business of Safeco Corporation (the "Target")), to acquire the Target pursuant to the terms of a Stock Purchase Agreement (the "Stock Purchase Agreement") among the Company, Safeco Corporation, General America Corporation and White Mountains Insurance Group, Ltd.

ARTICLE II

Closing

The closing of the purchase and sale of the Shares contemplated by this Agreement (the "Closing") shall take place as set forth below.

SECTION 2.01. Closing Date. On the basis of the representations and warranties hereinafter set forth, the Company shall sell the Shares to the Investor, and the Investor shall purchase the Shares from the Company, at the Closing, which shall be held two business days prior to the date set for closing of the transactions contemplated by the Stock Purchase Agreement (the date of such purchase of Shares being herein called the "Closing Date"). The Company will notify the Investor of the Closing Date and the number of Shares to be purchased by the Investor as determined pursuant to Section 1.02 hereof at least 10 business days prior to the Closing Date. The purchase price for the Shares is U.S.\$100.00 per Share. The aggregate purchase price for the number of Shares to be purchased by the Investor is the Investor's "Aggregate Purchase Price." The Closing will take place at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019, at 10:00 a.m., New York time, on the Closing Date or at such other location specified by the Company.

SECTION 2.02. Payment and Delivery. At the Closing, subject to the terms and conditions of this Agreement and on the basis of the representations and warranties hereinafter set forth, (i) the Investor will deliver to the Company full payment of its Aggregate Purchase Price for Shares by wire transfer of immediately available funds and (ii) the Company will deliver to the Investor a certificate or certificates registered in the name of the Investor or its nominee representing the Shares against

payment of its Aggregate Purchase Price. If the Closing has occurred in accordance with the first sentence of this Section 2.02 and the closing of the Acquisition does not occur within 25 business days after the Closing Date, then (i) the Investor shall return the certificate representing the Shares to the Company and (ii) the Company will return the full amount of the Aggregate Purchase Price, together with accrued and unpaid interest on the amount of the Aggregate Purchase Price at the rate of interest actually earned on such funds from the Closing Date to the date of payment of such accrued interest, to the Investor.

ARTICLE III

Representations and Warranties of the Company

The Company represents and warrants to, and agrees with, the Investor as of the date hereof and as of the Closing Date as follows:

SECTION 3.01. Organization and Standing. The Company is duly organized, validly existing and in good standing under the laws of Delaware. The Company has all requisite corporate power to own and operate its properties and assets and to carry on its business as proposed to be conducted. The Certificate of Incorporation is a true and complete copy of the Certificate of Incorporation of the Company as in effect at the date of this Agreement, and no other amendment to such Certificate of Incorporation has been proposed or adopted. At the Closing, the By-laws will be substantially in the form attached hereto as Annex II.

SECTION 3.02. Corporate Power. The Company has full corporate and legal power and authority to enter into this Agreement and the Shareholders Agreement and to carry out and perform its obligations hereunder and thereunder. The execution, delivery and performance by the Company of this Agreement and the Shareholders Agreement and the consummation of the transactions as contemplated hereby and thereby have been duly authorized and approved by all necessary corporate action. This Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

SECTION 3.03. Capitalization. The authorized share capital of the Company consists of 15,000,000 shares, par value \$.01 per share. The issuance and sale of the Shares by the Company has been duly authorized by the Company and, upon payment for the Shares in accordance with Article II hereof, the Shares will be validly issued, fully paid and nonassessable, free and clear of all liens, charges and encumbrances, other than (A) any of the foregoing created pursuant to the Shareholders Agreement and (B) any liens, charges or encumbrances created by the Investor. Other than (i) the one Common Share presently owned by White Mountains and (ii) the Common Shares agreed to be issued under the terms of this Agreement and the Other

Subscription Agreements, immediately after the Closing the Company will have no outstanding shares of capital stock or any outstanding or authorized options, warrants, calls, rights, commitments or any other agreements of any character which obligate it to issue any of its shares of its capital stock or any securities convertible into or exchangeable for, or evidencing the right to purchase or obtain, any shares of its capital stock or any agreements or understandings with respect to the voting, sale or transfer of any shares of its capital stock or any securities convertible into or exchangeable for or which evidence the right to purchase or obtain any shares of its capital stock, except for the Warrants (as defined below). As used herein, the term "Warrant" shall mean the Company warrants to be issued in the form attached hereto as Annex IV to each of White Mountains and Berkshire or one or more of their respective affiliates. Each Warrant will be issued in accordance with the terms of a Warrant Issuance Agreement (collectively, the "Warrant Issuance Agreements") in the form of Annex V between the Company and each of White Mountains and Berkshire, respectively, and will entitle each of White Mountains and Berkshire to purchase Common Shares representing 8.5% (17% in the aggregate) of the Company's Common Shares on a fully converted basis (1,075,301 Common Shares each, assuming an initial issuance to all Investors on the Closing Date of 10,500,000 Common Shares). The Company does not own of record or beneficially any capital stock or equity interest or investment in any corporation, association or business entity. No holder of Common Shares or any other security of the Company is entitled to any pre-emptive right, right of first refusal or similar right as a result of the issuance of any securities of the Company.

SECTION 3.04. No Conflict with Other Instruments; No Approvals Required Except as Have Been Obtained. The execution, delivery and performance by the Company of its obligations under this Agreement, the Other Subscription Agreements and the Shareholders Agreement, and compliance by the Company with the terms and conditions hereof and thereof will not violate, with or without the giving of notice or the lapse of time, or both, or require any registration, qualification, approval or filing under, any provision of law, statute, ordinance or regulation applicable to the Company and will not conflict with, or require any consent or approval under, or result in the breach or termination of any provision of, or constitute a default under, or result in the acceleration of the performance of the obligations of the Company under, or result in the creation of any claim, lien, charge or encumbrance upon any of the properties, assets or businesses of the Company pursuant to (i) the Certificate of Incorporation and the By-laws or (ii) any order, judgment, decree, law, statute, ordinance or regulation applicable to the Company or (iii) any contract, instrument, agreement or restriction to which the Company is a party or by which the Company or any of its assets or properties is bound, except in the cases of clauses (ii) and (iii) where such violation, conflict, breach, termination, default, acceleration, lien, charge or other encumbrance or failure to obtain or make any registration, qualification, approval, filing or consent would not have a material adverse effect on the business, assets or properties of the Company.

SECTION 3.05. Private Offering of the Shares. Subject to the accuracy of the Investor's representations and warranties set forth in Sections 4.03, 4.06, 4.07 and

4.08 hereof, the offer, issuance, sale and delivery of the Shares is exempt from the provisions of Section 5 of the U.S. Securities Act of 1933 (the "Securities Act"), whether taken alone or together with the Other Subscription Agreements. Neither the Company nor, to the best knowledge of the Company, anyone acting on its behalf has taken any action, with respect to the Shares or otherwise, that would bring the offer, issuance and sale of the Shares within the provisions of Section 5 of the Securities Act or which would violate any blue sky law of a state of the United States or securities law of any foreign jurisdiction.

SECTION 3.06. Not an "Investment Company". The Company is not, and following completion of the Offering it will not be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the U.S. Investment Company Act of 1940, as amended.

SECTION 3.07. Business Newly Formed. The Company is newly formed, and, except (i) pursuant to this Agreement, the Other Subscription Agreements, the Shareholders Agreement or the other agreements set forth on Schedule 3.07 and (ii) as provided in Section 3.08 hereof, it has neither conducted nor incurred any material business, obligations, commitments or liabilities other than organizational expenses and expenses associated with the Offering.

SECTION 3.08. Brokers or Finders. Except for the fees and expenses incurred or to be incurred in connection with the Offering and the acquisition of the Target, the Company has not incurred, nor will it incur, directly or indirectly, as a result of any action taken by it, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement and the transactions contemplated hereby.

SECTION 3.09. Other Agreements. The Other Subscription Agreements are substantially identical to this Agreement.

ARTICLE IV

Representations and Warranties of the Investor

The Investor hereby represents and warrants to, and agrees with, the Company as of the date hereof and as of Closing Date as follows:

SECTION 4.01. Organization and Standing. The Investor is a corporation, limited liability company, public limited company, partnership or trust and where such partnership is not a separate legal entity from the partners thereof, the general or managing partner thereof, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

SECTION 4.02. Authorization. This Agreement has been duly authorized, executed and delivered by the Investor and assuming due authorization,

execution and delivery by the Company constitutes a legal, valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms.

SECTION 4.03. Investment Intent. The Investor is acquiring the Shares for its own account or for one or more separate accounts maintained by it or for the account of one or more pension or trust funds of which it is trustee, in each case, for investment purposes only and not with a view to distribution thereof, in whole or in part. If the Shares are acquired for the account of one or more pension or trust funds, the Investor represents that it is acting as sole trustee and has sole investment discretion with respect to its acquisition of the Shares and that the determination and decision on its behalf to acquire the Shares for such pension or trust funds is being made by the same individual or group of individuals who customarily pass on such investments so that the Investor's decision as to acquisitions for all such funds is the result of one study and conclusion. The Investor has advised the Company in writing in Annex VI of its form of organization and, on the signature page hereof the accounts for which it is purchasing, as applicable, and all such information provided to the Company is true and correct as of the date hereof. The Investor understands that the Shares have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein.

SECTION 4.04. No Conflict with Other Instruments; No Approvals Required Except as Have Been Obtained. The execution and delivery of this Agreement and the Shareholders Agreement by the Investor and the compliance by the Investor with the terms and conditions hereof and thereof will not violate, with or without the giving of notice or the lapse of time, or both, or require any registration, qualification, approval or filing under, any provision of law, statute, ordinance or regulation applicable to the Investor, and will not, in a manner that would prevent the Investor from entering into this Agreement or the Shareholders Agreement or from consummating the transactions contemplated hereby or thereby in accordance with the terms hereof or thereof, conflict with, or require any consent or approval under, or result in the breach or termination of any provision of, or constitute a default under, or result in the acceleration of the performance of the obligations of the Investor under, or result in the creation of any claim, lien, charge or encumbrance upon any of the properties, assets or businesses of the Investor pursuant to the articles of incorporation or by-laws of the Investor (if the Investor is a corporation) or equivalent organizational documents, if applicable (if the Investor is not a corporation), or any order, judgment, decree, law, statute, ordinance or regulation applicable to the Investor or any material contract, instrument, agreement or restriction to which the Investor is a party or by which the Investor or any of its assets or properties is bound. Neither the Investor nor any of its assets or properties is subject to any charter, by-law, contract or other instrument or agreement, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character that would prevent the Investor from entering into this Agreement or the Shareholders

Agreement or from consummating the transactions contemplated hereby or thereby in accordance with the terms hereof or thereof.

SECTION 4.05. Investor Awareness. The Investor acknowledges, agrees and is aware that:

(i) an investment in the Shares involves a high degree of risk and the Investor may lose the entire amount of its investment in the Shares;

(ii) subject to the terms and conditions of this Agreement, the Investor's agreement to subscribe is and shall be irrevocable, except that the Investor shall have no obligations hereunder if the Offering terminates;

(iii) the Shares are illiquid and may not be transferred except in compliance with U.S. securities laws and the procedures set forth in the Shareholders Agreement, and the Investor must be prepared to bear the economic risk of an investment in the Shares for an indefinite period of time;

(iv) the Shares have not been registered under the Securities Act or under the securities laws of any other jurisdiction; and

(v) as provided in the Shareholders Agreement, Certificate of Incorporation and By-laws, the Investor shall hold the Shares subject to, and shall have the voting rights with respect to the Shares as specified in, the Shareholders Agreement, Certificate of Incorporation and By-laws from time to time in effect.

SECTION 4.06. Accredited Investor. The Investor is a financial institution or institutional buyer or is, or at the time of the offer by the Company to sell Shares and at the time of such Investor's purchase of Shares will be, an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act based on the status of such Investor as set forth in a certificate of such Investor to the Company in the Stock Certificate and Accredited Investors Questionnaire attached hereto as Annex VI, which it has delivered to the Company on or prior to the date hereof.

SECTION 4.07. Investment Experience. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Shares and it, and any account for which it is acting, is able to bear the economic risk of its investment and can afford the complete loss of such investment in the Shares.

SECTION 4.08. Receipt of Information; Access to Information. The Investor:

(i) has been furnished with a copy of the Certificate of Incorporation, a form of the By-laws, the form of Shareholders Agreement, the forms of the Warrant Issuance Agreements (such documents being collectively referred to as

the "Other Documents") and any documents that may have been made available upon the Investor's request, and the Investor has carefully read the Other Documents and understands and has evaluated the types of risks involved with a purchase of the Shares;

(ii) has been given the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the Offering and to ask questions of, and receive answers from, the Company concerning other matters pertaining to an investment in the Shares, has been given the opportunity to obtain such additional information necessary to evaluate the merits and risks of a purchase of Shares to the extent the Company possesses such information, and has received all documents and information that it has requested relating to an investment in the Shares and confirms it does not have any further questions with respect to any of the foregoing matters;

(iii) has not relied upon any representations or other information (whether oral or written) from the Company or its respective directors, officers or affiliates, or from any other persons, including the Founders, other than the representations contained in this Agreement and the information contained in the Other Documents;

(iv) has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed with the Investor's professional legal, financial, accounting and tax advisers, the suitability of an investment in the Shares for the Investor's particular situation, and has determined that the Shares are a suitable investment for the Investor; and

(v) confirms that at no time was it presented with or solicited through any leaflet, public promotional meeting, television advertisement or any other form of general solicitation or advertising in connection and concurrently with such communicated offer.

SECTION 4.09. Waiver of Claims Against Directors and Acknowledgment. (a) The Investor acknowledges and agrees that it is a sophisticated investor and is aware of the matters described in Section 4.05 and has received and evaluated the information described in Section 4.08 and is making an independent decision to invest in the Shares based, among other things, upon the Investor's independent knowledge and/or investigation of the applicable markets, and the applicable risks, associated with engaging in the business that the Company proposes to invest in and conduct.

(b) The Investor further acknowledges and agrees that each and every director and officer of the Company, past, present and future, shall not be liable in any way to the Investor for any losses suffered by the Investor in connection with its investment in the Shares arising out of any actions or omissions of any such director and

officer or any of their respective affiliates on or prior to the Closing, including negligent actions or omissions, actions or omissions in connection with the preparation of any written materials and the sale of the Shares and the Investor's purchase of the Shares, including loss of the Investor's entire investment in the Shares, other than losses resulting from fraud or dishonesty of any such officer or director. Any rights, claims or causes of action in respect of such director and officer to which the Investor is entitled shall be solely against the Company and the Investor hereby releases and discharges each and every such director and officer and each of their respective affiliates (other than the Company) from any and all claims and waives any and all rights it may have had or has against any such director and officer or any of their respective affiliates (other than the Company) by virtue of actions or omissions (including those resulting from negligence) of such director and officer or each of their respective affiliates (other than the Company) on or prior to the Closing, other than rights, claims or causes of action based on fraud or dishonesty of any such director and officer. For purposes of this Section 4.09, "affiliate" means, with respect to any person, a person that directly or indirectly controls, is controlled by or is under common control with such person.

(c) To the extent this Section 4.09 might otherwise be construed to provide for waiver or release not permitted by applicable law, it shall be construed to provide for such waiver or release to the extent but only to the extent permitted by such law.

SECTION 4.10. Disclosure. The Investor hereby grants permission to the Company and each of its representatives and agents to disclose publicly or to customers and potential customers of the Company the identity of the Investor and the total number of Common Shares subscribed for by the Investors as a whole and the gross proceeds to the Company therefrom.

SECTION 4.11. Brokers or Finders. The Investor has not incurred, nor will it incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement and the transactions contemplated hereby.

SECTION 4.12. No Voting Arrangements. Other than the Shareholders Agreement, the Investor has not entered into an agreement or arrangement of any kind whatsoever, whether or not in writing, with any of the other Investors regarding the voting of the Shares to be purchased by it pursuant to this Agreement, including the voting for the election of the Board of Directors of the Company.

SECTION 4.13. Agreements with other Investors. Except as disclosed on Schedule 4.13, as of the date of this Agreement, the Investor has no agreements or understandings with any of the other Investors with respect to its investment in the Shares or the transaction contemplated hereby (other than (i) the Shareholders Agreement or (ii) with respect to reimbursements of legal fees). The Investor agrees to promptly advise the

Company of any such agreement or understanding entered into after the date hereof and prior to the Closing.

ARTICLE V

Conditions to Obligations of the Investor

The obligation of the Investor to purchase the Shares under this Agreement at the Closing is subject to the satisfaction at or prior to the Closing Date of each of the following conditions to the extent not waived by such Investor:

SECTION 5.01. Accuracy of Representations and Warranties. All representations and warranties of the Company contained herein shall be true and correct in all material respects (except that all such representations and warranties qualified as to materiality shall be true and correct in all respects) on and as of the Closing Date as if made on and as of the Closing Date (other than those which speak as of another date, which shall be true and correct as of such other date).

SECTION 5.02. Performance of Agreements. The Company shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions contained in this Agreement to be performed or complied with by it prior to or at the Closing Date.

SECTION 5.03. Compliance Certificate. The Company shall have delivered to the Investor a certificate, dated the Closing Date, to the effect that the conditions specified in Sections 5.01 and 5.02 hereof have been fulfilled.

SECTION 5.04. Shareholders Agreement. The Shareholders Agreement shall have been executed and delivered by the parties thereto other than the Investor substantially in the form attached as Annex III hereto.

SECTION 5.05. Aggregate Funding. The total number of Common Shares to be purchased by the Investors pursuant to this Agreement and the Other Subscription Agreements shall be not less than 9,500,000 Common Shares and not more than 11,000,000 Common Shares, and the Company shall have received aggregate gross proceeds from the sale of Common Shares to each of White Mountains and Berkshire of not less than U.S.\$200 million (U.S.\$400 million in the aggregate).

SECTION 5.06. No Injunction or Restraints. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the issuance and sale of the Common Shares pursuant to this Agreement and the Other Subscription Agreements shall be in effect.

ARTICLE VI

Conditions to the Company's Obligations

The obligation of the Company to issue and sell the Shares under this Agreement at the Closing is subject to the satisfaction at or prior to the Closing Date of each of the following conditions, to the extent not waived by the Company:

SECTION 6.01. Accuracy of Representations and Warranties. All representations and warranties of the Investor contained herein shall be true and correct in all material respects (except that all such representations and warranties qualified as to materiality shall be true and correct in all respects) on and as of the Closing Date as if made on and as of the Closing Date (other than those which speak as of another date, which shall be true and correct as of such other date).

SECTION 6.02. Performance of Agreements. The Investor shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by it prior to or at the Closing Date.

SECTION 6.03. Compliance Certificate. The Investor shall have delivered to the Company a certificate, dated the Closing Date, to the effect that the conditions specified in Sections 6.01 and 6.02 hereof have been fulfilled.

SECTION 6.04. Shareholders Agreement. The Shareholders Agreement shall have been executed and delivered by the parties thereto other than the Company substantially in the form attached as Annex III hereto.

SECTION 6.05. Payment for the Shares. The Investor shall have delivered to the Company full payment in immediately available funds in respect of the Investor's purchase of the Shares.

SECTION 6.06. Aggregate Funding. The total number of Common Shares to be purchased by the Investors pursuant to this Agreement and the Other Subscription Agreements shall be not less than 9,500,000 Common Shares and not more than 11,000,000 Common Shares, and the Company shall have received gross proceeds from the sale of such shares of not less than U.S.\$950 million and not more than U.S.\$1,100 million.

ARTICLE VII

Covenants of the Company and Investor

SECTION 7.01. Reasonable Best Efforts. (a) The Company shall use its reasonable best efforts to cause, prior to the Closing Date, to be done all things

reasonably necessary to satisfy the conditions set forth in Article V (except Section 5.04) and Section 6.06 hereof.

(b) The Investor shall use its reasonable best efforts to cause, prior to the Closing Date, to be done all things reasonably necessary to satisfy the conditions set forth in Article VI hereof (except Sections 6.04 and 6.06).

SECTION 7.02. Confidentiality. The Company shall hold any information provided by an Investor pursuant to this Agreement in confidence.

SECTION 7.03. Execution and Delivery of Shareholders Agreement.

(a) By the Company. On or prior to the Closing Date, the Company shall execute and deliver the Shareholders Agreement. The Shareholders Agreement shall be duly authorized, executed and delivered by the Company.

(b) By the Investor. On or prior to the Closing Date, the Investor shall execute and deliver the Shareholders Agreement. The Shareholders Agreement shall be duly authorized, executed and delivered by the Investor.

SECTION 7.04. Public Announcements. Each of the Company and the Investor, and their respective affiliates, will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statement with respect to the sale and purchase of the Shares and the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement without the advance approval of the other parties following such consultation (such approval not to be unreasonably withheld or delayed), except as may be required by applicable law or court process; provided, however, that the Company or any of its representatives or agents may disclose publicly or to customers or potential customers of the Company the identity of the Investor and the total number of Common Shares subscribed for by the Investor as a whole and the gross proceeds to the Company therefrom.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Survival of Representations, Warranties and Agreements. The representations and warranties and agreements of the parties contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder shall survive the Closing. The parties have made no representations or warranties other than those that are expressly set forth in this Agreement and those that will be made in the Shareholders Agreement.

SECTION 8.02. Termination of Agreement. This Agreement may be terminated and the transactions contemplated herein abandoned (i) by the written agreement of the Company and the Investor, or (ii) by either party hereto if (A) the initial

Closing has not occurred by the nine-month anniversary of the date of the Stock Purchase Agreement or (B) the Stock Purchase Agreement is terminated for any reason.

SECTION 8.03. Entire Agreement. This Agreement (including schedules and annexes hereto and any other instruments delivered in connection herewith) constitutes the full and entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

SECTION 8.04. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without invalidating the remaining provisions hereof or affecting the validity, unenforceability or legality of such provision in any other jurisdiction.

SECTION 8.05. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 8.06. Expenses, Indemnification. (a) Whether or not the purchase and sale of the Shares is consummated, each party hereto shall pay its own fees and expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.

(b) A party in breach of this Agreement shall, on demand, indemnify and hold harmless other parties for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other parties by reason of the enforcement and protection of its rights under this Agreement. The payment of such expenses is in addition to any other relief to which such other party may be entitled.

SECTION 8.07. Specific Enforcement. Each of the parties hereto acknowledges and agrees that in the event of any breach of this Agreement, the non-breaching party would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto will waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties hereto, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof without the necessity of proving actual damage or securing or posting any bond or providing prior notice.

SECTION 8.08. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto.

SECTION 8.09. Amendment; Waiver. No provision of this Agreement may be amended, waived or otherwise modified except by an instrument in writing executed by the parties hereto.

SECTION 8.10. The Headings. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

SECTION 8.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SECTION 8.12. Applicable Law and Jurisdiction; Service of Process; Waiver of Jury Trial. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all suits, legal actions or proceedings against any party hereto arising out of this Agreement shall be brought in the United States Federal court sitting in the Southern District of New York, or, if such court shall not have jurisdiction, in the Supreme Court of the State of New York sitting in the County of New York, and each party hereby submits to and accepts the exclusive jurisdiction of such courts for the purpose of such suits, legal action or proceedings. Each party hereto hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such suit, legal action or proceeding in any such court and hereby further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation arising out of or relating to this Agreement. Each party (i) certifies that no representative, agent or attorney of another party has presented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications set forth in this Section 8.12.

SECTION 8.13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and, except to the extent otherwise provided in this Agreement, shall be deemed to have been duly given if delivered by same day or next day courier or mailed, first class postage prepaid, or transmitted by telegram or facsimile (i) if to the Investor, at the Investor's address appearing on the signature page hereto or at any other address the Investor may have provided in writing to the Company, and (ii) if to the Company, at 370 Church Street, Guilford, Connecticut 06437, Attention: Reid Campbell, Treasurer, Telephone: 203-458-2380, Facsimile: 203-458-0754, or such other address as the Company may have provided to the Investor

in writing. A notice hereunder shall be deemed to have been given on the day such notice is sent or transmitted; provided, however, that if such notice is sent by next-day courier it shall be deemed to have been given the day following sending and, if by registered mail, five days following sending.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed as of the date first above written.

OCCUM ACQUISITION CORP.,

By

Name:

Title:

By

Name:

Title:

Schedule 1.02

Number of Common Shares Subscribed and Aggregate Purchase Price

Name of Investor: _____

Number of Common Shares (the "Shares"): _____

Aggregate Purchase Price: _____

Schedule 3.07

List of Agreements Relating to Material Business, Liabilities, Commitments or Obligations of the Company

1. Stock Purchase Agreement among the Company, Safeco Corporation, General America Corporation and White Mountains Insurance Group, Ltd. ("WM") (relating to the acquisition of the life and investments business of Safeco Corporation)
2. Investment Management Services Agreement between the Company and WM or one of its affiliates (pursuant to which WM or one of its affiliates will provide investment management services to the Company in exchange for a fee)
3. Fee Agreement between the Company and WM or one of its affiliates (pursuant to which the Company will pay a formation fee and reasonable out-of-pocket expenses to WM or one of its affiliates in consideration of WM's and its affiliates' assistance in the formation of the Company and the consummation of the transactions related to the Acquisition)
4. Indemnification Agreement between the Company and WM (pursuant to which the Company will indemnify WM for any liabilities arising under the Stock Purchase Agreement)

Schedule 4.13

List of Agreements Between or Among Investors

